



**CITY OF LONGVIEW**  
**REQUEST FOR PROPOSAL**

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

**RFP # 1516-30**

**UNIFIED DEVELOPMENT CODE**

**CLOSING DAY AND TIME: Sealed proposals will be received no later than:**

**2:00 P.M. SEPTEMBER 7, 2016**

**MARK ENVELOPE:**

**“RFP # 1516-30 UNIFIED DEVELOPMENT CODE”**

**RETURN PROPOSAL TO:**

**CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952, 300 W. COTTON (ZIP) 75601  
LONGVIEW, TEXAS 75606**

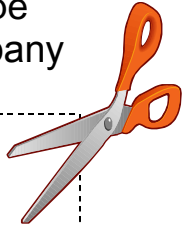
**QUESTIONS** regarding this solicitation should be directed to Jaye Latch at (903) 237-1324/ [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or Karrie Rodgers at (903) 237-1322/ [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov) on or before 5:00 P.M. CST, August 31, 2016. Information in response to any inquiry may be published as an addendum. Addendum can be found on the City of Longview website: [www.longviewtexas.gov/bids](http://www.longviewtexas.gov/bids)

Name of firm submitting proposal: \_\_\_\_\_



# INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



**SEALED BID ● DO NOT OPEN**

**UNIFIED DEVELOPMENT CODE**

**RFP No. 1516-30**

**RFP OPENING: SEPTEMBER 7, 2016 @ 2:00 P.M. CST**

**For Information Contact:**

**Jaye Latch**

**(903) 237-1324**

**[jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov)**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Bids must be addressed to:**

**Jaye Latch  
Purchasing Manager  
PO Box 1952  
Longview, TX 75606**

or

**Jaye Latch  
Purchasing Manager  
300 W Cotton St  
Longview, TX 75601**

## GENERAL INFORMATION

The City of Longview, Texas invites you to submit a proposal for the development of a Unified Development Code. The City of Longview appreciates your time and effort in preparing this proposal.

Proposals must be submitted no later than 2:00 P.M., local time September 7, 2016 as indicated on the invitation page. Late proposals will be returned unopened to the Offeror. If proposals are sent by mail to the Purchasing Department, the offeror shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service, courier, or in the internal mail system of the City of Longview beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.

**The envelope must be clearly marked with the “*RFP No. 1516-30 Unified Development Code*”. A label is included in this package for your convenience. Proposals must be submitted in the format specified.**

Offerors assume all costs associated with the submission of a proposal including any potential cost for travel and time in negotiations or interviews. Offers must be valid for a minimum of one hundred twenty (120) days commencing on the day of the proposal opening. Proposals will be opened at stated time and location, but contents of the proposals will not be subject to public review. Only the names of the offerors will be read aloud. All proposals shall become the property of the City. All hard-copy proposals must be signed in ink by the principal(s) of the firm authorized to negotiate and contract for the work.

## QUESTIONS

Questions regarding this request for Proposals must be in writing and directed to either Jaye Latch, (903) 237-1324, [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or Karrie Rodgers, (903) 237-1322, [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov). Offerors shall initiate all inquiries through the Purchasing Office during the period beginning at the publication of the RFP and ending at the final award of the Contract. Proposers are cautioned that the Longview Purchasing Division is the sole point of contact for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this RFP, is an expression of opinion only and confers no right upon the proposer.

## Addenda

The City may post addendums in order to clarify specifications and afford equal opportunity for all Offerors. Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website: [www.longviewtexas.gov/bids](http://www.longviewtexas.gov/bids). Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the proposer to obtain a copy of all addenda pertaining to this RFP.

## **INTRODUCTION**

The City of Longview, Texas, is requesting proposals for planning services to assist in the development and preparation of a Unified Development Code. This represents the first major overhaul of the City's zoning, subdivision, and development ordinances and will work in partnership with the Comprehensive Plan to strengthen and streamline the City's overall development regulations. Many of the processes and regulations outlined within the current ordinances are not clearly defined, are cumbersome, or have become obsolete and will need to be analyzed and rewritten.

## **EXISTING ORDINANCES**

The current zoning ordinance has seen numerous piecemeal amendments over time. The current subdivision ordinance has seen minor amendments as well. Infrastructure design guidelines are incorporated by reference such as the Public Utility Design Standard Memorandums, Driveway Standards, and the Drainage Criteria and Erosion Control Design Manual. Others were implemented on an interim basis, e.g., Interim Street Design Guidelines. The numerous documents and ordinances are not compiled and are not clear. The Flood Damage and Tree Preservation Ordinance is also adopted separately. The Planning and Zoning Commission, Zoning Board of Adjustments, City Council, staff, citizens and the development community have expressed concerns with the current ordinances and subsequent amendments and the inability to interpret and enforce them fairly and consistently. Many of the processes outlined in the ordinances are not clearly defined, are onerous, or have become obsolete and will need to be analyzed and re-written. Current City of Longview Development Standards can be found on the City's website: <https://longviewtexas.gov/2774/Development-Standards>. The City wishes to modernize the land development regulations in an effort to address major issues facing the community, content problems, and weaknesses including but not limited to the following:

- Inconsistent and confusing ordinance format and structure.
- Unclear, contradictory language,
- Outdated standards and regulations.
- Lack of graphics and illustrations and/or information with different dimensional requirements than district standards.
- Lack of sufficient and clear definitions.
- Lack of cross-references within sections, section headings, and comprehensive index.
- Lack of coordination between the zoning ordinance, subdivision ordinance, Design Standards Manual, and other associated development ordinances.

## **DESCRIPTION OF THE UNIFIED DEVELOPMENT CODE TO BE DEVELOPED**

It is anticipated that the new Unified Development Code will be developed to be:

- "User Friendly" and easy to read, understand, and interpret for all users, including citizens, staff, developers, and elected and appointed officials.
- Simple and easily administered by staff.
- Heavily illustrated, with considerable graphics depicting the requirements, recommendations, and concepts detailed in the code.

- Flexible to allow for streamlining of the development review process.
- Encouraging of development and redevelopment, particularly within targeted areas that are consistent with the community's planning and development goals and Comprehensive Plan.
- Capable of innovative and creative approaches to land use regulations, including the exploration of form-based or hybrid codes.
- Applicable to the creation of distinct gateways, major thoroughfares and designated target areas throughout the City.

## **SCOPE OF SERVICES REQUIRED OF THE CONSULTANT**

It is anticipated that the consultant will:

- Review the City's Comprehensive Plan, and in-particular, the 27 goals identified as the City's highest priorities numbered 10, 13, 14 and 22 with respect to infrastructure standards. The City's Comprehensive Plan can be found on the City of Longview's website: <https://longviewtexas.gov/2159/Comprehensive-Plan> .
- Review and assess the land use regulations of the Zoning Ordinance, Subdivision Ordinance, Infrastructure Design Standards Manuals, and all other relevant City Ordinances with staff, the local development community, elected and appointed officials, citizens, and other interested parties.
- Review, identify, recommend, and facilitate potential amendments to the Ordinances with emphasis on Infrastructure design standards as well as land development and zoning regulations.
- Prepare specific updates to the Ordinances to ensure elected and appointed officials, staff, and the general public understands the use of the Cities Ordinances.
- Evaluate different approaches and determine the most effective type of ordinance product for the City, including the exploration of form-based or hybrid codes as well as sustainable and smart growth principals.
- Work with a staff review team or advisory committee on proposed amendments.
- Prepare a Unified Development Code that will clearly define the expectations of the City in regards to appearance, quality, density of development, design standards, and address any identified weaknesses.
- Act as a facilitator with representatives of the City's business community, developers, residents, board members, and City staff in the formulation of regulations that are acceptable to both the City and the development/business community.
- Use charrette methods or workshops to cooperatively develop regulations with staff, elected and appointed officials, and the development/business community.
- Coordinate the development of the Unified Development Code with other concurrent projects, particularly the Comprehensive Plan and Small Area Plans.
- Provide guidance regarding zoning map amendments which are a result of text amendments to the Unified Development Code in accordance with the Comprehensive Plan.
- Present the ordinance at meetings and public hearings, which at a minimum may include two (2) Planning and Zoning Commission meetings and two (2) City Council meetings.

- Ensure compliance with State Statutes and Federal Laws.
- Recommend the best approach for managing and maintaining codification of the new Unified Development Code for adoption.

## **PUBLIC PARTICIPATION**

Public involvement is critical to the development of the Unified Development Code. This is especially true given the development issues and concerns within the City, from single-family residential development to commercial development, all while maintaining the Development friendly atmosphere that is desired by the community. As a result, the planning process shall incorporate public participation that will encourage and facilitate information from developers, engineers, planners, residents, and other interested parties.

## **FINAL WORK PRODUCT**

The Unified Development Code is to be presented in a format and language that is user friendly and accessible to the public. Technical language should be kept to a minimum. The extensive use of graphics and other devices that will enhance the readability and ease of use of the Ordinance is a must.

Immediately following adoption of the Unified Development Code, the City of Longview shall receive 3 hard copies, 1 digital copy that is easily editable, and an internet ready copy of the final document.

In addition, all sections of the ordinance, including any graphic files, are to be provided in the appropriate digital format. The City of Longview shall retain ownership of all data generated.

## **PROJECT BUDGET**

The work will be performed on a fixed price basis with a specific amount and payment structure being determined through contract negotiations with the successful firm and will be based upon major milestones and/or identified tasks and subtasks.

## **TIME FRAME**

The proposal shall outline the consultant's best estimate of time to carry out the proposed planning process to completion. The reasonableness of proposed timeframes given other work and projects will be considered in the selection of a consultant. The City expects that the project will be completed in a practical amount of time, but not to exceed eighteen (18) months.

## **SUBMITTAL REQUIREMENTS**

All proposals must be in a sealed envelope marked: "**RFP# 1516-30 UNIFIED DEVELOPMENT CODE**". A label is included in the request for proposal document. Each proposal shall contain at least the following information:

1. A proposed work program detailing public participation, phases, tasks, and sub-tasks of the project based upon the **SCOPE OF SERVICES REQUIRED OF THE CONSULTANT** in this request.
2. A detailed time line for the completion of the project, showing timing for each phase, task and sub-task identified in one (1) above.
3. A detailed organizational chart and management approach, including descriptions of the use of any subcontractors.

4. A brief description of the proposed planning team, identifying each key member, their respective responsibilities and familiarity with Texas Statutes, and the anticipated percentage of their time to be allocated to this project.
5. A description of the proposed final format for the Unified Development Code.
6. A statement of qualifications and relevant experience.
7. A list of at least four (4) references for previously developed Unified Development Codes, including names, titles, addresses, telephone numbers and e-mail addresses.
8. A separate sample work product prepared by the consultant/consultant team for a comparable community shall also be included with the submittal.
9. Please include any additional information that you believe distinguishes your firm from others that may be providing proposals.
10. A budget proposal based upon the SCOPE OF SERVICES REQUIRED OF THE CONSULTANT is also required. The budget proposal is to list the cost for each phase of the project (including person-hours by specific consultant), individual costs for hard copies, internet ready copy, and cost per meeting/workshop, and any additional supplemental charges.
11. Sample Contract
12. Form A: Execute "Form A" Offer Statement and Business Information. An individual authorized to bind the Offeror must sign the statement and date the signatures actual date signed. Include acknowledgement of any RFP addenda. Addenda will be posted on the City of Longview website: [www.longviewtexas.gov/bids](http://www.longviewtexas.gov/bids) or may be obtained by calling the purchasing office at 903-237-1324. It is the offeror's responsibility to obtain any addenda.
13. CIQ: Completed and signed Conflict of Interest Form
14. Exceptions to the RFP. Offeror shall list any exceptions taken to this RFP including any exceptions taken to the Terms and Conditions listed within this document. It is intended that any resultant contract that is awarded is expected to contain substantially the same terms and conditions set forth in this document.

#### **COPYRIGHT RELEASE**

Those firms responding to this RFP shall supply a copyright release in order for the City of Longview to make copies of any copyrighted materials submitted.

#### **SELECTION PROCESS**

The Director of Development Services for the City of Longview will serve as the project manager. Several criteria will be closely evaluated including, but not limited to the following: technical approach of the project, qualifications of key personnel, previous performance with similar projects, project management capabilities, public participation methods, and cost.

Each proposal will be ranked by the Selection Committee based upon the criteria identified. The City reserves the rights to be sole judge of the suitability of the proposed services for its intended use, and further specifically reserves the right to make the award in the best interest of the City of Longview.

The City of Longview also reserves the right to re-advertise and reject any or all proposals which are deemed to be non-responsive, late in submission, or unsatisfactory in any way. The City of Longview is not obligated to award a contract for services as a result of this RFP.

The following factors will be used in evaluating proposals:

1. 25% Experience in providing professional planning services.
2. 25% Education and experience of professional personnel including sub-consultants, if applicable.
3. 25% Ability to meet the consulting needs of the City of Longview; i.e. the proposed approach to accomplish the Scope of Work.
4. 25% Pricing information.

The City is under no obligation to award a contract for these services based on the received proposals. The City of Longview reserves the right to reject any and all proposals for any or all services covered in this RFP and to waive informalities or defects in proposals or to accept such proposals as it deems in the best interest of the City of Longview. The basis for any potential award would be the review and evaluation of submitted proposals and award recommendations based on the offers most advantageous to the City taking into consideration evaluation criteria listed in the RFP. The City may award a contract based on the original submissions with or without further presentation. City staff may choose to request any additional information as deemed necessary to assist in the determination of contract award. The City reserves the right to negotiate a best and final offer with the selected offeror. Award of contract will be subject to final approval by City Council. It is expected that the recommendation of award will go before City of Longview City Council on or about September 29, 2016.



## **TERMS AND CONDITIONS**

**WARRANTY SERVICES:** The Vendor warrants that the services shall be performed in full conformity with this Contract, with professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice.

**INTELLECTUAL PROPERTY RIGHTS:** All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City is exclusive property of the City.

**INDEPENDENT CONTRACTOR:** The successful offeror will be an independent Contractor solely responsible for the acts, means, methods used to collect past due and delinquent accounts and outstanding fines and fees. This proposal does not seek to create an employer/employee relationship, joint enterprise, partnership, or joint venture.

**THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the product or services specified. The term of this contract will be until satisfactory completion of the project.

**IT IS UNDERSTOOD** that the City of Longview, Texas (City) reserves the right to accept or reject, in part or in whole, any or all proposals for any or all products and/or services covered in this request and to waive informalities or defects in any proposals and to accept such proposals as it deems in the best interests of the City of Longview.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

**ETHICS:** The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview. City of Longview may request clarification or other information sufficient to determine offeror's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**INDEMNIFICATION:** The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

**SEVERABILITY:** The invalidity, illegality or enforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of the Contract shall not be construed and enforced as if the Contract did not contain the particular portion or provision to be held void. The parties further agree to amend this contract to replace any stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is the essence of this Contract be determined void.

**NON-FUNDING CLAUSE:** The City of Longview's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Longview reserves the right to terminate this contract by giving vendor written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

**ASSIGNMENT:** The successful offeror shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

**PROPRIETARY INFORMATION:** The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

**SUBCONTRACTING:** All subcontractors shall be clearly identified in the proposal. It is understood that all subcontractors are required to have and maintain the same level of insurance as the awarded Firm. Insurance requirements are listed below.

**INSURANCE:** Contractor shall, at Contractor's sole expense, maintain the following insurance with a company or companies with an A.M. Best rating of A/VIII or better:

- a) Commercial General Liability Insurance: including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

- Each Occurrence	\$1,000,000
- Fire Damage (Any one Fire)	\$ 300,000
- Med. Expense (Any one person)	\$ 5,000
- Personal & Advertising Injury	\$1,000,000
- General Aggregate	\$2,000,000
-Products-Completed Operations	\$2,000.000

- b) Business Automobile Liability Insurance: Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined.
- c) Workers' Compensation Insurance: Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverage is elective in that state.
- d) Employers Liability Insurance: Such insurance shall provide limits of not less than \$100,000 per occurrence.
- e) Professional Liability/Errors and Omissions Insurance: covering acts, errors and omissions arising out of Contractor's operations or Services in an amount not less than one million dollars (\$1,000,000) per occurrence.

The insurance specified in (a) and (b) above shall: (i) name City, and its employees and agents as additional insureds and, (ii) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance with a company or companies with an A.M. Best rating of A/VIII or better.

Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide City with a thirty (30) day advanced written notice of any cancellation, non-renewal or material change in any of the policies maintained in accordance with this Agreement.

**STORM WATER MANAGEMENT:** Contractor shall implement best management practices (BMPs) to prevent stormwater pollution to the maximum extent practicable in accordance with the City of Longview's Stormwater Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.

- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
  1. arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
  2. initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
  3. minimizing the impact to the public health and the environment;
  4. neutralizing the effects of the incident;
  5. removing the discharged or spilled substances; and
  6. managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

#### **CERTIFICATE OF INTERESTED PARTIES (Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

#### **THE FILING PROCESS:**

1. Prior to award by City Council, your firm will be required to log in to the Texas Ethics Commission, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a City of Longview contract.

**Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.**

#### **BY SUBMITTING A PROPOSAL YOUR FIRM AGREES TO ADHERE TO HB 1295 REFERENCED ABOVE**

**Please Note: No action required until notification of potential award by the City of Longview Purchasing Department.**

## **NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:**

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

<http://www.ethics.state.tx.us/> or at 1-512-463-5800.

Please remit the CIQ form with your proposal

Thank you.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐☐☐☐

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature of vendor doing business with the governmental entity

Date

\_\_\_\_\_

\_\_\_\_\_

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or  
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);  
(B) that the vendor has given one or more gifts described by Subsection (a); or  
(C) of a family relationship with a local government officer.

**FORM A**

**OFFER STATEMENT AND BUSINESS INFORMATION**

This proposal is submitted in response to the Request for Proposal No. 1516-30 Unified Development Code and constitutes an offer by this offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer thereon.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
LEGAL NAME OF FIRM

\_\_\_\_\_  
PRINTED NAME OF SIGNATURE

\_\_\_\_\_  
TODAY'S DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
ADDRESS OF FIRM

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

EMAIL ADDRESS \_\_\_\_\_

**ADDENDA ACKNOWLEDGED**

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_